

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

HILARY REMIJAS, MELISSA FRANK,
DEBBIE FARNOUSH, and JOANNE KAO,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

THE NEIMAN MARCUS GROUP, LLC, a
Delaware limited liability company,

Defendant.

Case No. 1:14-cv-01735

Hon. Samuel Der-Yeghiayan

PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION

SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS

Plaintiffs hereby move for an Order substantially in the form attached as Exhibit D to the Settlement Agreement: (1) preliminarily approving the terms of the Settlement as within the range of fair, adequate, and reasonable; (2) provisionally certifying the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (3) approving the notice program set forth in the Settlement Agreement and approving the form and content of the notice; (4) approving the procedures set forth in the Settlement Agreement for settlement class members to exclude themselves from the settlement class or to object to the Settlement; (5) staying all proceedings in this matter unrelated to the Settlement pending final approval of the Settlement; (6) staying and/or enjoining, pending final approval of the Settlement, any actions brought by settlement class members concerning a released claim; and (7) scheduling a fairness hearing for a time and date convenient for the Court.

Pursuant to the Settlement Agreement with Neiman Marcus, a copy of which is attached hereto as Exhibit 1 to the Memorandum of Law In Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement class, Neiman Marcus has agreed to settle this action. If approved, the Settlement will result in a Settlement Fund of up to one million, six hundred thousand dollars (\$1,600,000), which will be used to pay (i) eligible claimants who submit valid and timely Claims, (ii) service awards to Plaintiffs ordered by the Court, (iii) attorneys' fees and expenses ordered by the Court, (iv) taxes due on the settlement monies (if any), and (v) charges and costs invoiced or charged by the settlement administrator arising from implementation of the notice program and administration of the settlement. The Settlement also provides for an effective notice program which is well-tailored to disseminate the best notice practicable. Settlement Class Members and other customers shopping at Defendant's stores since this action was filed also benefit from changes to Defendant's business practices designed to further strengthen its information technology security. In exchange for

these benefits, Settlement Class Members will provide a general release to Neiman Marcus for all claims relating to the Cybersecurity Incident at issue in this action.

Therefore, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs respectfully request that the Court enter an Order substantially in the form attached as Exhibit D to the Settlement Agreement:

(1) preliminarily approving the terms of the Settlement as within the range of fair, adequate, and reasonable;

(2) provisionally certifying the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only;

(3) approving the notice program set forth in the Settlement Agreement and approving the form and content of the notice;

(4) approving the procedures set forth in the Settlement Agreement for settlement class members to exclude themselves from the settlement class or to object to the Settlement;

(5) staying all proceedings in this matter unrelated to the Settlement pending final approval of the Settlement;

(6) staying and/or enjoining, pending final approval of the Settlement, any actions brought by settlement class members concerning a released claim; and

(7) scheduling a fairness hearing for a time and date convenient for the Court.

This Motion is supported by the Settlement Agreement; Plaintiffs' Memorandum of Law in Support of Motion for Preliminary Approval, submitted concurrently herewith; the Declaration of Tina Wolfson, the Declaration of John A. Yanchunis, and the Declaration of Steven Weisbrot (attached as Exhibit H to the Settlement Agreement); all pleadings filed in this case; and such additional evidence or argument as may be presented to the Court. This Motion is uncontested by Neiman Marcus.

Dated: March 17, 2017

Respectfully submitted,

/s/ Tina Wolfson

Tina Wolfson

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*Proposed Class Counsel and Attorneys for
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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I, Tina Wolfson, an attorney, hereby certify that on March 17, 2017, I caused the foregoing to be served on all counsel of record through the Court's ECF system.

/s/ Tina Wolfson

Tina Wolfson

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Attorneys for Plaintiffs